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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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INNOVATIVE CUSTOM BRANDS INTL., INC.,

Plaintiff,

- against -

SOLE CITY, INC., SOLOMON SAFDEYE,
ALAN KANDALL, JEFFREY BERNSTEIN and
MARC DOLCE,

Defendants.

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Civil Action No. 04 CV 2937
(RJH)(GWG)

**(PROPOSED) DEFAULT
JUDGMENT**

This matter having been opened to the Court by Gursky & Partners, LLP, counsel for plaintiff Innovative Custom Brands Int'l, Inc. ("ICB"), a Texas corporation with its principal place of business at 1350 Broadway, New York, NY 10018, for a Default Judgment pursuant to Federal Rule of Civil Procedure 55(b)(2) against defendant Sole City, Inc. ("Sole City"), a Delaware corporation with its principal place of business formerly at 141 West 36th Street, New York, NY 10018; and

A summons and Complaint in this action having been personally served on Sole City at its corporate offices, and Sole City having appeared by counsel, Kane Kessler, P.C.; and

On November 1, 2004, this Court having issued an Order (i) granting the motion of Kane Kessler to be relieved as counsel for Sole City; (ii) directing Sole City to have new counsel file a notice of appearance on or before December 1, 2004; and (iii) directing that upon the failure of Sole City to retain new counsel, a judgment of default shall be entered against it; and

Sole City having failed to secure new counsel; and

This Court having considered the Complaint in this action, the Declaration of Esther S. Trakinski supporting Plaintiff's application for a default judgment, together with the exhibits thereto, it is hereby

ORDERED, ADJUDGED AND DECREED that Plaintiff's motion for a default judgment is granted, and it is further

ORDERED, ADJUDGED AND DECREED that Sole City is hereby:

1. found to be liable to the Plaintiff for infringing Plaintiff's famous trademarks in violation of 15 U.S.C. §§ 1114 and 1117, for false advertising in violation of 15 U.S.C. § 1125(a), for trademark infringement and unfair competition in violation of the common law of the State of New York, for breach of contract in violation of the common law of the State of New York, for fraud and negligent misrepresentations in violation of the common law of the State of New York, and for unjust enrichment in violation of the common law of the State of New York;

2. Permanently enjoined, together with its officers, directors, principals, servants, employees, successors and assigns, and all those in active concert or participation with them, from:

(a) imitating, copying or making unauthorized use of any of Plaintiff's trademarks, including ICB's Registered Trademark Nos.1,534,395 and 2,022,078; and

(b) designing, manufacturing, purchasing, importing, exporting, distributing, circulating, selling, offering for sale, advertising, promoting or displaying any product bearing any simulation, reproduction, copy, counterfeit or colorable imitation of any of Plaintiff's trademarks, including ICB's Registered Trademark Nos.1,534,395 and 2,022,078; and

(c) using any simulation, reproduction, copy, counterfeit or colorable imitation of any of Plaintiff's trademarks, including ICB's Registered Trademark Nos.1,534,395 and 2,022,078, in connection with the promotion, advertisement, display, design, manufacture, purchase, sale, offering for sale, production, import, export, circulation or distribution of any product, in such manner as to relate or connect, or tend to relate or connect such product in any way with Plaintiff, or to any goods sold, sponsored, approved by, or connected with Plaintiff;

(f) engaging in any other activity constituting unfair competition with Plaintiff, or constituting an infringement of any of Plaintiff's trademarks or of Plaintiff's rights in, or its right to use or exploit Plaintiff's trademarks, including, ICB's Registered Trademark Nos.1,534,395 and 2,022,078 and the reputation and the goodwill associated with these trademarks; and it is further

ORDERED, ADJUDGED AND DECREED that defendant Sole City pay damages to Plaintiff ICB, plus reasonable attorney's fees and the costs of this action, in an amount to be determined upon application by Plaintiff, supported by affidavit and documentary evidence, such application to be upon notice.

The clerk of the court is hereby directed to enter this default judgment without further action by the Court.

Dated: New York, New York
January 7, 2005

U.S.D.J.

This document was entered
on the docket on _____